

**BID FORM**

MISSOURI DEPARTMENT OF  
TRANSPORTATION  
3602 North Belt Highway  
St. Joseph, Missouri 64506-1399

|             |                  |              |   |
|-------------|------------------|--------------|---|
| REQUEST NO. | D1-08-123        |              |   |
| DATE        | November 7, 2007 |              |   |
| PAGE NO.    | 1                | NO. OF PAGES | 8 |

**SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS  
WILL BE RECEIVED AT THIS OFFICE UNTIL**

**10:00:00 A.M. CDT November 26, 2007**

**AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.**

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**

**Refer to:** F.O.B. Destinations Buildings

Submit net bid as cash discount stipulations will not be considered

**Estimated Gallons Per Building**  
**Refer to:** Annual Estimated Gallons by Buildings  
#Tanks / Size (Gallon)

***This bid is to establish a fixed price contract on all subsequent orders that will be placed on an as  
needed basis. See Scope of Work.***

**SUBMIT BID PRICING FOR EACH COUNTY YOU ARE INTERESTED IN SERVICING.**

**BUYER:** Brenda Christie, CPPB

**BUYER TELEPHONE:** 816-387-2430

| Item No. | County   | Est. Gallons | Bid Price Per Gallon | List the servicing propane plant & phone number<br>(e.g.: ABC Propane Co. – Any Town Plant, 816-XXX-XXXX)<br>Plant Number |  |
|----------|----------|--------------|----------------------|---|--|
| 1        | Andrew   | 7,500        |                      |   |  |
| 2        | Atchison | 15,000       |                      |   |  |
| 3        | Buchanan | 7,600        |                      |   |  |
| 4        | Caldwell | 5,000        |                      |   |  |
| 5        | Daviess  | 3,000        |                      |   |  |
| 6        | Dekalb   | 2,250        |                      |   |  |
| 7        | Gentry   | 10,000       |                      |   |  |
| 8        | Harrison | 5,000        |                      |   |  |
| 9        | Holt     | 7,000        |                      |   |  |
| 10       | Nodaway  | 6,500        |                      |   |  |
| 11       | Worth    | 2,500        |                      |   |  |

**(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)**

***In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver  
any or all the items on which prices were quoted within days after receipt of formal purchase order.***

**Date:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

**Federal I.D. No.** \_\_\_\_\_

**Type/Print Name** \_\_\_\_\_

**Title:** \_\_\_\_\_

**BID SUBMITTAL:**

Your bid must be submitted on the forms supplied and all pages must be returned in *a sealed* envelope with the bid number (**D1-08-123**) plainly marked on the exterior of the envelope. The bid may be mailed or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be *received on or before the date and time specified on the frontpage of this bid document*, at the office of:

Ms. Brenda Christie  
Missouri Department of Transportation  
Procurement  
3602 North Belt Highway  
St. Joseph, Missouri 64506-1399

Submit net bid as cash discount stipulations will not be considered in making the award.

**SCOPE OF WORK:**

Propane prices submitted with this Request for Bid must be firm for the entire contract period. Contract period will begin December 1, and end August 15, 2008. The quantities shown are ESTIMATES ONLY for the contract period. MoDOT reserves the right to increase or decrease these quantities during the contract period. The unit prices bid must be F.O.B. to the destinations as listed on page 4. The unit price per gallon must include all freight, handling, and delivery costs and should not be listed as a separate item on any invoices.

The awarded vendor will be required to monitor propane usage for all locations (on page 3) listed within each county and top off tanks on an as-needed basis unless other arrangements have been made with the MoDOT supervisor who is responsible for the tank at a specific location. Deliveries requested during emergencies must be supplied within two (2) working days. Deliveries shall be made during normal working hours. No material will be received on Saturday, Sunday or state holidays.

**AWARD:**

Award will be made on a "Line Item" basis using the "lowest and best" principle of award. The awarded vendor shall supply Material Safety Data Sheets to the MoDOT supervisor at each location.

**CERTIFICATE OF GOOD STANDING:**

A vendor must be in compliance with the established laws to conduct business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name (vendors MUST submit a BID correctly and accurately identifying the company name registered to do business in the State of Missouri). Awarded vendor also be in Good Standing with the Secretary of State's Office. Their phone number is (573) 751-4936.

**HB600 COMPLIANCE:**

All vendors must be House Bill 600 compliant Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. Their number is (573) 751-9268.

Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RSMo 34.040.6. If necessary, a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

**Annual Estimated Gallons by Buildings**  
**#Tanks / Size (Gallon)**

| <b>County / Building</b>           | <b># Tanks / Size (Gal)</b> | <b>Annual Est. Gallons Needed</b> |
|------------------------------------|-----------------------------|-----------------------------------|
| Andrew County / Rochester          | (2) 1,000                   | 3,000                             |
| Andrew County / Savannah           | (3) 1,000                   | 12,000                            |
| Atchison County / Rock Port        | (1) 1,000                   | 3,000                             |
| Atchison County / Tarkio           | (2) 1,000                   | 4,500                             |
| Buchanan County / Faucett          | (1) 1,000                   | 5,000                             |
| Buchanan County / Rushville        | (1) 1,000<br>(1) 500        | 1,000                             |
| Buchanan County / St. Joe Metro    | (2) 500                     | 1,600                             |
| Caldwell County / Kingston         | (2) 1,000<br>(1) 500        | 5,000                             |
| Daviess County / Gallatin          | (1) 1,000<br>(2) 500        | 3,000                             |
| Dekalb County / Maysville          | (1) 1,000                   | 1,500                             |
| Dekalb County / King City          | (1) 1,000                   | 750                               |
| Gentry County / Albany             | (2) 1,000                   | 10,000                            |
| Harrison County / Bethany          | (2) 500                     | 2,000                             |
| Harrison County / Eagleville       | (1) 1,000                   | 3,000                             |
| Holt County / Oregon               | (1) 1,000                   | 4,500                             |
| Holt County / I-35 Rest Area NB/SB | (1) 1,000<br>(1) 1,000      | 2,500                             |
| Nodaway County / Clearmont         | (2) 1,000                   | 2,500                             |
| Nodaway County / Barnard           | (1) 1,000<br>(1) 500        | 4,000                             |
| Worth County / Sheridan            | (1) 1,000                   | 2,500                             |

## F.O.B. DESTINATIONS BUILDINGS

| Contact          | Building              | Street Zip                         | Driving Directions   | Building Phone Cell |
|------------------|-----------------------|------------------------------------|--|---------------------|
| Deanna McClurg   | Albany                | 5753 E. U.S. Hwy. 136<br>64402     | 136 E of Town.   | 816-238-3470        |
| Leslie Hullinger | Barnard               | 29544 Rt. M<br>64423               | Rte. M @ West edge of Barnard                              | 816-449-2210        |
| Roger Wittler    | Bethany               | 3101 Miller St.<br>64424           | On 136 .4 mi. w/o I-35 behind Moulin laundromat & car wash | 816-369-3188        |
| Rod Moore        | Clearmont             | 18826 State Highway C<br>64431     | Rte. C - ½ mi. w/o Rte. 71                                 | 816-688-7870        |
| Robby Blair      | <b>*Eagleville</b>    | 19021 Rt. N<br>64442               | No. side of N ¼ mi. w/o I-35                               | 816-387-2953        |
| Jeff Pittman     | Faucett               | P.O. Box 245<br>64448              | Route DD - ¼ mi. w/o I-29                                  | 816-324-3021        |
| Bryan Dorrel     | <b>*Gallatin</b>      | 19335 Pepper Ave.<br>64640         | ½ mi. w/o DD on Rte. 6                                     | 816-586-2111        |
| Ed Montgomery    | King City             | 9990 NW Hwy. 169<br>64463          | South of town E side of 169                                | 660-729-3340        |
| Allan Markt      | Kingston              | 145 N. Van Buren<br>64650          | 1 block w/o Route 13                                       | 660-446-2575        |
| Rod O'Connell    | Maysville             | 601 East Main<br>64469             | ½ m E of 33 on 6   | 660-744-5591        |
| Scott Johnson    | Oregon                | 512E Lindon St.<br>64473           | Rte. 59 @ Oregon   | 660-736-5731        |
| Jeff King        | Rochester             | 15002 Hwy 169<br>64459             | 169 & E  | 660-425-8017        |
| David Doty       | Rock Port             | Rt. 4, Box 230<br>64482            | 136 1m E of I29  | 660-867-5411        |
| Chris Baker      | <b>*Rushville</b>     | Rte. 116<br>64484                  | 116 ¼ E 59   | 660-663-2313        |
| Ed Angle         | <b>*St. Joe Metro</b> | 4718 So. 169 Hwy.<br>64507         | S 169  | 660-726-3719        |
| Charlie Roach    | Savannah              | 11791 Bus. 71 Highway<br>64485     | ½ M N of Savannah on Bus. 71                               | 660-652-3615        |
| Warren McConkey  | Sheridan              | Rt 2 Box 2<br>64486                | Rte. 246 ½ M W Sheridan                                    | 660-535-4423        |
| Gary Rush        | <b>*Tarkio</b>        | US 136 Box 26874<br>64491          | Rte. 136 - 1 m E Tarkio                                    | 660-799-3695        |
| Larry Parsons    | Rest Area             | I-35 Rest Area NB/SB (Holt County) | On I-35 at the 35 mile marker, North of Holt exit          | 816-528-3712        |

**\* Grounds are locked after hours.**

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

## FOR CORPORATIONS:

State in which incorporated: \_\_\_\_\_

## FOR OTHERS:

State of domicile: \_\_\_\_\_

## FOR ALL VENDORS:

List address of Missouri offices or places of business:

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## THIS SECTION MUST BE COMPLETED AND SIGNED:

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

## **STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Officer and must be adhered to. If time varies on different items, the Bidder/Officer shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Officer will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

## **GENERAL TERMS AND CONDITIONS**

### **General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

### **Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

### **Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

### **Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Officer agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

### **Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

### **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Officer upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

### **Executive Order**

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
  - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
  - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
  - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

### **Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

#### **Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

#### **Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

#### **Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

#### **Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

#### **Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

#### **Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.



### **Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

### **SPECIAL TERMS AND CONDITIONS**

#### **Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
  - 2) Public Liability (includes property damage and personal injury):
    - i. Not less than \$400,000 for any one person in a single accident or occurrence.
    - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
  - 3) Special Hazard Insurance: As required.
  - 4) Builder's Risk: Not less than the full Contract amount.

#### **Award**

- a. Award of this bid will be made on an "Item By Item" basis using the "lowest and best" principle of award.